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STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS) RESERVATIONS AND RESTRICTIVE
COVENANTS FOR STONECREST SUBDIVISION

WHEREAS, Wallace P. Gregg and R. Carl Galloway are the owners of the property embraced in the STONECREST SUBDIVISION, lying approximately four (4) miles from Highway 25 in Pickens County, South Carolina, containing 18.939 acres, as evidenced by a plat of survey entitled "Survey for Wallace Gregg", made by C. E. Shehan, Registered Land Surveyor in Pickens, South Carolina, dated November 09, 1994, and recorded in the RMC Office for Pickens County, South Carolina, in Plat Book 67, at Page 90-B; and

WHEREAS, the metes-and-bounds description of each individual tract located within said Subdivision has not been yet delineated; and

WHEREAS, said Subdivision is intended for residential purposes only.

NOW, THEREFORE, in consideration of the foregoing and the benefits flowing to the present and future owners of the property included in said Subdivision, Wallace P. Gregg and R. Carl Galloway do hereby impose the following restrictive covenants which shall be applicable to all tracts to be contained in the said STONECREST SUBDIVISION in Pickens County, South Carolina:

1. No tract in STONECREST SUBDIVISION shall be used for other than single-family residence purposes. There shall not exist on any lot at any time more than one (1) residence. No trailer, shack, barn, temporary building, outbuildings or guest house shall be erected on any of the tracts in the Subdivision without approval in writing from the Committee as hereinafter named.

2. No one-story buildings shall be constructed on lots with a fully enclosed first-floor area of less than 1300 square feet, exclusive of carport, garage and open porches. No one-and-one-half story, two-story or higher buildings shall be constructed with a fully enclosed floor area of less than 1500 square feet, exclusive of carport, garage and open porches.

3. No building or any part thereof, including garages and porches, shall be erected on any tract closer than fifty (50) feet to the front street line, or closer than ten (10) feet to either side-boundary line, or closer than fifteen (15) feet to the rear-boundary line (provided, however, that in the case of corner tracts, the setback from the side-street line shall not be less than fifty [50] feet). Notwithstanding anything to the contrary herein, the Committee shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the Committee, strict enforcement of these setback provisions would work a hardship.

4. For the purpose of further insuring the development of the lands so platted, and to be platted, as an area

of high standards, Wallace P. Gregg and R. Carl Galloway reserve the power to control the buildings, structures and other improvements placed on each tract, as well as to make such exceptions to these Reservations and Restrictions as the said Wallace P. Gregg and R. Carl Galloway or Committee, hereinafter designated, shall deem necessary and proper.

Whether or not provision therefor is specifically stated in any conveyance of a tract made by the said Wallace P. Gregg and R. Carl Galloway or any successive owner, the owner or occupant of each and every tract, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such tract unless and until the plans and specifications therefor and the plat plan shall have been approved in writing by the Committee hereinafter provided. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plat so approved. Refusal of approval of plans and specifications by such Committee may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alteration in the exterior appearance of any of the buildings or structures shall be made without like approval. If no Committee exists or if the Committee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefor, then such approval shall not be required, provided that no building

or other structure shall be erected which violates any of the covenants herein contained.

5. The said Wallace P. Gregg and R. Carl Galloway shall appoint one (1) or more persons to the Committee herein referred to and a successor Committee or Committees shall be appointed by the said Wallace P. Gregg and R. Carl Galloway. After September 1, 1995, all privileges, powers, rights, and authority shall be exercised by and vested in a Committee to be selected by the owners of a majority of the tracts in the Subdivision.

6. No commercial-type vehicles shall be stored or parked on any residence tract, except while parked in a closed garage, nor parked on any residential street in the Subdivision except while engaged in transporting to or from a residence in the Subdivision.

7. The elevation of a tract shall not be changed so as to materially affect the surface elevation or grade of the surrounding tracts. No rock, gravel or clay shall be excavated or removed from any property for commercial purposes.

8. No cattle, swine, goats, poultry or fowl shall be kept on any tract. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work or screening acceptable to the Committee. No sign or other advertising shall be displayed on any of the tracts unless the size, form and number of same are first approved in writing by the Committee. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain anywhere upon the premises. In the event that any owner of any property in the Subdivision shall fail or refuse to remove such refuse piles or other

Page Four

unsightly objects, the said Wallace P. Gregg and R. Carl Galloway or Committee may enter upon such lands and remove the same at the expense of the owner; and such entry shall not be deemed a trespass; and in the event of such removal, a lien shall arise and be created in favor of the said Wallace P. Gregg and R. Carl Galloway or Committee and against such tract for the full amount chargeable to such tract; and such amount shall be due and payable within thirty (30) days after the owner is billed therefor.

9. Any conveyance of any property within this Sub-division is made subject to taxes and other assessments, if any, levied or assessed against the property in the year in which it is conveyed and subject to all restrictions and limitations imposed by governmental authority.

10. For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through or under the said Wallace P. Gregg and R. Carl Galloway, or by virtue of any judicial proceedings, the said Wallace P. Gregg and R. Carl Galloway and the tract owners, or any of them, severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the said Wallace P. Gregg and R. Carl Galloway shall have the right whenever there shall have been built on any tract any structure which is in violation of these Reservations and Restrictions, to enter upon the property where such violation of these

Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner; and any such entry and abatement shall not be deemed a trespass. The failure promptly to enforce any of these Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any court of competent jurisdiction shall in no wise affect any of the other Reservations and Restrictions, but they shall remain in full force and effect.

Should the owner fail, neglect or refuse to satisfy or discharge any lien arising hereunder within thirty (30) days, the said Wallace P. Gregg and R. Carl Galloway and the Committee, its successors and assigns, shall have the right to interest on such liens at the rate of ten (10%) percent per annum and shall be entitled to receive all costs of collection, including a reasonable attorney's fee.

11. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such purposes incidental to the development of the property seven-and-one-half-(7 1/2)-foot easements along the side and rear tract lines of every tract within STONECREST SUBDIVISION. All claims for damages, if any, arising out of the construction, maintenance and repair of utilities or on account of temporary or other inconvenience caused thereby against the subdivider, or any utility company or municipality, or any of its agents or servants are hereby

waived by the owners. The said Wallace P. Gregg and R. Carl Galloway do further reserve the right to change, layout anew, or discontinue any street, avenue or way shown on the plan of development not necessary for ingress and egress to and from an owner's premises, subject to the approval of Pickens County authorities, if required.

12. Temporary wells are permissible for lawn and outside use. However, it is understood that as soon as the water mains are installed by the said Wallace P. Gregg and R. Carl Galloway, which they hereby agree to install, property owners are required to connect at their own expense to such mains for water for household use and thereafter shall not use well water for household purposes.

13. No purchaser of any tract or tracts from the said Wallace P. Gregg and R. Carl Galloway shall resubdivide or divide any tract so purchased.

14. The said Wallace P. Gregg and R. Carl Galloway shall be responsible for street surfacing with a bituminous material and the installation of water mains along streets and utility lines along said streets, which shall be underground. Each tract owner shall be responsible for all costs of connection of his residence to said water lines and utility lines.

15. The Reservations and Restrictions herein set out are to run with the land and shall be binding upon all the parties and all persons owning tracts within STONECREST SUBDIVISION or claiming under them until September 1, 2010,

at which time said Reservations and Restrictions shall be automatically renewed at ten-(10)-year intervals unless opposed by a majority of the tract owners.

IN WITNESS WHEREOF, Wallace P. Gregg and R. Carl Galloway have caused these presents to be signed in their names this 1st day of September, 1995.

SIGNED IN THE PRESENCE OF:

Nancy D. Barnes
William D. Barnes
AS TO WALLACE P. GREGG

Wallace P. Gregg (LS)
WALLACE P. GREGG

Kenneth H. Hill
James H. Hill
AS TO R. CARL GALLOWAY

R. Carl Galloway (LS)
R. CARL GALLOWAY

* * * * *

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness, who, after being first duly sworn, says that (s)he saw the within named R. Carl Galloway sign, seal and as his act and deed deliver the foregoing written Reservations and Restrictive Covenants for Stonecrest Subdivision and that (s)he with the other witness above witnessed the execution thereof.

SWORN TO AND SUBSCRIBED
before me this 1st day
of September 1995.

James H. Hill (LS)
Notary Public for South Carolina
commission expires: 2/1/99

Kenneth H. Hill (LS)

STATE OF SOUTH CAROLINA)
COUNTY OF PICKENS)

P R O B A T E

PERSONALLY APPEARED before me the undersigned witness,
who, after being first duly sworn, says that (s)he saw the within
named Wallace P. Gregg sign, seal and as his act and deed deliver
the foregoing written Reservations and Restrictive Covenants for
Stonecrest Subdivision and that (s)he with the other witness
above witnessed the execution thereof.

SWORN TO AND SUBSCRIBED
before me this 1st day
of September 1995.

William J. Sam (LS)
Notary Public for South Carolina
My commission expires: 9-2-2002

Nancy D. Lince (LS)

The within document was filed

for record on the 19 day of

Oct. 1995 and recorded

in book 298 page 219

Marsha P. Reeves

R.M.G.
Pickens County, S. C.